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STATE OF WISCONSIN
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of

STANLEY-BOYD AREA SCHOOL DISTRICT

To Initiate Mediation-Arbitration
Between Said Petitioner and

STANLEY-BOYD EDUCATION ASSOCIATION

Case VIII
No. 22699
MED/ARB-55
Decision No. 16422-A

Appearances:

Mr. Beryl Watson, Coordinator Northeast Region, Wisconsin Education Association Council, appearing on behalf of Stanley-Boyd Education Association.
 Losby, Riley & Farr, S. C., Lawyers, by James M. Ward, appearing on behalf of Stanley-Boyd Area School District.

ARBITRATION AWARD:

On August 10, 1978, the undersigned was appointed by the Wisconsin Employment Relations Commission as Mediator-Arbitrator, pursuant to Section 111.70 (4)(cm) 6.b. of the Municipal Employment Relations Act, in the matter of a dispute existing between Stanley-Boyd Education Association, referred to herein as the Association, and Stanley-Boyd Area School District, referred to herein as the Employer. Pursuant to the statutory responsibilities, the undersigned conducted mediation proceedings between the Employer and Association on October 11, 1978, over matters which were in dispute between the parties, which were set forth in their final offers as filed with the Wisconsin Employment Relations Commission. The disputed items of the parties' last offers are set forth below.

ASSOCIATION FINAL OFFER:

1. FAIR SHARE

- A. The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, members and non-members, fairly and equally and all employees in the unit will be required to pay as set forth in this section, their fair share of the costs of representation by the Association.

No employee shall be compelled to join the Association, but membership in the Association shall be made available to all employees who apply consistent with the Association Constitution and Bylaws. No employee shall be denied membership because of race, creed, color, sex, handicap or age.

- B. The Employer will, effective thirty (30) days after the date of initial employment or thirty (30) days after the opening of school, deduct from the monthly earnings of employees in the bargaining unit an amount of money equal to the monthly dues uniformly required of all members as certified by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made.

- C. The Association shall inform the employer of the amount of dues established by the Association prior to the first pay period of the school year.
- D. The Employer shall provide the Association with the names of the employees who are members of the bargaining unit and other related information which will allow the Association to determine the amount of dues to be deducted from the wages of each employee.
- E. In the event a teacher terminates employment before the total amount is deducted the Board is under no obligation to the Association for the balance owing.
- F. As individuals subject to this section leave or enter the employment of the district during the school term, the employer will provide the association with a list of such changes as soon as practicable.
- G. Bargaining unit members who are paying Fair Share shall be excused from any fees, assessments, or other charges required of members of the Association where such amounts are intended for use in national, state, UniServ or local political campaign activities.
- H. Nothing in the foregoing shall prevent Association members, or those subject to fair share payments, from transmitting dues/payments directly to the Association treasurer in a lump sum payment. In the event a lump sum payment is made, the Association will promptly inform the district.
- I. The Stanley Boyd Education Association and the Wisconsin Education Association Council do hereby indemnify and shall save the Stanley Boyd Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or non-action is in compliance with the provisions of this Agreement, and in reliance on any list or certificates which have been furnished to the Board pursuant to this article, provided that any such claims, demands, suits or other forms of liability shall be under the exclusive control of the Wisconsin Education Association Council and its attorneys.
- J. The Fair Share provision of this section shall take effect for the 1978-79 school year subject to a referendum to be held among members of the bargaining unit. Unless a majority of teachers eligible to vote vote in favor of the fair share agreement, the fair share agreement shall not be implemented during the term of this contract. This referendum shall be conducted by the Wisconsin Employment Relations Commission on a joint petition of the parties hereto.

2. GRIEVANCE PROCEDURE

ARTICLE V

A. Definitions

- 1. Grievance...A grievance is defined as any violation, misinterpretation, or inequitable application of any provision of this agreement; unfair or inequitable treatment under established policy or practice governing or affecting teachers.
- 2. Days...This shall mean school days, except during summer vacation when it shall mean working days (Monday through Friday). During summer vacation, however, all time limits set forth below shall be doubled.
- 3. Grievant...A member or group of members of the bargaining unit or the Association.

B. Step 1

An initial effort shall be made to settle the matter informally between the

grievant and his/her principal within twenty (20) days following the day the employee knew or should have known of the act or condition giving rise to the grievance. If not submitted within said twenty (20) day period, the grievance will be deemed waived. If the matter cannot be resolved in this manner, the employee may submit the grievance in writing to the Superintendent of Schools. The Superintendent shall answer in writing within ten (10) days of the receipt of the written grievance. If the Superintendent does not respond in writing within ten (10) days, or if the grievance is not resolved, the Grievant may proceed to Step 2. If the grievant fails to proceed to Step 2 within 10 days following the answer or within 20 days if there is no answer, the grievance is deemed waived.

C. Step 2

If the matter is not settled in Step 1, the grievant may submit the grievance in writing to the Board of Education. The Board shall consider the matter at its next regularly scheduled meeting if possible, but not later than the second regularly scheduled meeting, and shall respond in writing to the grievant within 10 days of the meeting at which it is considered. If the Board does not respond within 10 days, the grievant may proceed to Step 3. If the grievant fails to proceed to Step 3 within 10 days following the answer or within 20 days of the meeting at which the grievance was considered if there is no answer, the grievance is deemed waived.

D. Step 3

If the grievant is not satisfied with the resolution of the grievance at Step 2, he/she or the Association may submit the grievance to final and binding arbitration by a member of the staff of the Wisconsin Employment Relations Commission.

3. SALARY SCHEDULE - 1977-78

	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+10</u>
0	9275	9475	9675	9900	10,100
1	9610	9810	10,010	10,235	10,435
2	9945	10,145	10,345	10,570	10,770
3	10,280	10,480	10,680	10,905	11,105
4	10,615	10,815	11,015	11,240	11,440
5	10,950	11,150	11,350	11,575	11,775
6	11,285	11,485	11,685	11,910	12,110
7	11,620	11,820	12,020	12,245	12,445
8	11,955	12,155	12,355	12,580	12,780
9	12,290	12,490	12,690	12,915	13,115
10	12,625	12,825	13,025	13,250	13,450
11	12,960	13,160	13,360	13,585	13,785
12	13,295	13,495	13,695	13,920	14,120
13				14,255	14,455
14					14,790

Non degreed teacher: \$9718

5% of salaries to be paid toward STRS for each teacher.

SALARY SCHEDULE - 1978-79

	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>MA</u>	<u>MA 10</u>
0	9700	9900	10,100	10,325	10,525
1	10,070	10,270	10,470	10,695	10,895
2	10,440	10,640	10,840	11,065	11,265
3	10,810	11,010	11,210	11,435	11,635
4	11,180	11,380	11,580	11,805	12,005
5	11,550	11,750	11,950	12,175	12,375
6	11,920	12,120	12,320	12,545	12,745
7	12,290	12,490	12,690	12,915	13,115
8	12,660	12,860	13,060	13,285	13,485
9	13,030	13,230	13,430	13,655	13,866
10	13,400	13,600	13,800	14,025	14,225
11	13,770	13,970	14,170	14,395	14,595
12	14,140	14,340	14,540	14,765	14,965
13				15,135	15,335
14					15,705

Non degreed teacher: \$10,350

5% of salaries to be paid toward STPS for each teacher.

EMPLOYER FINAL OFFER:

1. ARTICLE IV RESPONSIBILITIES

(The following is new section C which provides the union with a maintenance of membership union security clause)

The parties agree that employees who are members of the Association on the date this Agreement is signed, or who thereafter become members of the Association, shall remain members of the Association as a condition of their employment for the remainder of the term of this agreement, subject to the right of withdrawal set forth below. New employees will not be required to join the Association as a condition of employment, but if they become members they shall remain so, subject to the right of withdrawal set forth below.

During the last thirty (30) days of the term hereof, any employee who is a member of the Association shall have the unconditional right to withdraw from said membership by notifying the District Administrator and the Association president (or other ranking officer) in writing of his/her intention to do so.

The Association does hereby indemnify the Employer and save it harmless against any and all claims, suits or any other forms of loss or liability, including court costs, that may arise out of or by reason of action taken or not taken by the Employer, which action or non-action is in compliance with this Agreement, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article, provided that the defense of any such claims, suits or other forms of liability shall be under the exclusive control of the Association.

2. ARTICLE X GRIEVANCE PROCEDURE

(The following is a new Article, replacing the prior grievance procedure. It narrows the present definition of a "grievance," adds binding arbitration which was not in the prior contract and establishes time limits for each step.)

A. Definitions

1. Grievance - A grievance is defined as any difference or dispute regarding the interpretation, application or enforcement of the terms of this Agreement.

2. Days - This shall mean school days, except during summer vacation when it shall mean working days (Monday through Friday). During summer vacation, however, because the members of the bargaining unit are less available than during the school year, all time limits set forth below shall be doubled.
3. Grievant. A member or group of members of the bargaining unit.

B. Step I:

An initial effort shall be made to settle the matter informally between the grievant and his/her principal within twenty (20) days following the day the employee knew or should have known of the act or condition giving rise to the grievance. If not submitted within said twenty (20) day period, the grievance, will be deemed waived. If the matter cannot be resolved in this manner, the employee may submit the grievance in writing to the Superintendent of Schools. The Superintendent shall answer in writing within ten (10) days of the receipt of the written grievance. If the Superintendent does not respond in writing within ten (10) days, the Grievant may proceed to Step 2. If the grievant fails to proceed to Step II within 10 days following the answer or within 20 days if there is no answer, the grievance is deemed waived.

C. Step II:

If the matter is not settled in Step I, the grievant may submit the grievance in writing to the Board of Education. The Board shall consider the matter at its next regularly scheduled meeting, if possible, and shall respond in writing to the grievant within 10 days of the meeting at which it is considered. If the Board does not respond within 10 days, the grievant may proceed to Step III. If the grievant fails to proceed to Step III within 10 days following the Answer or within 20 days of the meeting at which the grievance was considered if there is no answer, the grievance is deemed waived.

D. Step III:

If the grievant is not satisfied with the resolution of the grievance at Step II, he/she or the Association may submit the grievance to final and binding arbitration by a member of the staff of the Wisconsin Employment Relations Commission.

3. SALARY SCHEDULE

I. July 1, 1977 to June 30, 1978 (first year of two year agreement)

- A. Increase base salary by \$375.00 (presently \$8,875.00; this would bring degree base to \$9,250.00);
- B. Increase present \$300.00 increment to \$310.00;
- C. Increase employer STRS contribution from \$500.00 per teacher to \$525.00 per teacher.
- D. Add one (1) additional step at the top of each lane.
- E. Add \$25.00 to each activity on the 1976-77 Extra-Curricular schedule (except One Act Productions (each), which shall only be increased by \$10.00), and add the following new positions:

Junior High Girls Basketball	\$300.00
Girls Gymnastics Assistant	\$460.00
Junior High Forensics	\$225.00

II. July 1, 1978 to June 30, 1979 (second year of two year agreement)

- A. Increase base salary by \$400.00 (from \$9,250.00 to \$9,650.00);
- B. Increase the \$310.00 increment to \$320.00;

- C. Increase Employer STRS contribution from \$525.00 per teacher to \$575.00 per teacher.
- D. Increase all head coaches by \$50.00.
Increase all other positions on extra-curricular schedule by \$35.00, except Dramatics, where the Three Act Productions shall be increased by \$25.00 and the One Act Productions by \$10.00.

During the course of mediation the Association proposed to modify their last offer, which was filed with the Wisconsin Employment Relations Commission, and the Employer consented to the Association's proposed modification. The modification of the Association's final offer to which the Employer agreed, is as follows.

ASSOCIATION MODIFIED FINAL OFFER:

1. UNION SECURITY AGREEMENT

- A. The parties agree that employees who were members of the Association on October 11, 1978, as well as all employees who thereafter become members of the Association, shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Association. No employee shall be required to join the Association, nor to maintain membership, but membership in the Association shall be available to all employees who apply, consistent with the Association's constitution and bylaws.
- B. Effective thirty (30) days after the receipt of the Mediator/Arbitrator's award, the Employer shall deduct from the monthly earnings of employees subject to the obligation set forth in Section A of this Article their fair share of the costs of representation by the Association as provided in Section 111.70 (1) (h), Wis. Stat., and as certified to the Employer by the Association, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made. The Employer will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.
- C. The Association shall notify the Employer of the amount certified by the Association to be the fair share of the costs of representation by the Association, referred to above. The Association agrees to certify to the employer only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the Employer of any change in the amount of such fair share costs thirty (30) days before the effective date of this change.
- D. The Association shall provide employees who are fair-shared with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.
- E. The Association does hereby indemnify and shall save the Employer harmless against any and all claims, suits, or other forms of liability, including court costs, that may arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any list or certificates which have been furnished to the Employer pursuant to this Article; provided, that the defense of any such claims, suits or other forms of liability shall be under the exclusive control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the Employer from

participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

2. GRIEVANCE PROCEDURE

ARTICLE V

A. Definition

1. Grievance.. A grievance is defined as any violation, misinterpretation or inequitable application of any provision of this Agreement; unfair or inequitable treatment under established policy or practice governing or affecting teachers.
2. Days...This shall mean school days, except during summer vacations when it shall mean working days (Monday through Friday). During summer vacation, however, all time limits set forth below shall be doubled.
3. Grievant...A member or group of members of the bargaining unit or the Association.

B. Step 1

An initial effort shall be made to settle the matter informally between the grievant and his/her principal within twenty (20) days following the day the employee knew or should have known of the act or condition giving rise to the grievance. If not submitted within said twenty (20) day period, the grievance will be deemed waived. If the matter cannot be resolved in this manner, the employee may submit the grievance in writing to the Superintendent of Schools. The Superintendent shall answer in writing within ten (10) days of the receipt of the written grievance. If the Superintendent does not respond in writing within ten (10) days, or if the grievance is not resolved, the grievant may proceed to Step 2. If the grievant fails to proceed to Step 2 within ten (10) days following the answer or within 20 days if there is no answer, the grievance is deemed waived.

C. Step 2

If the matter is not settled in Step 1, the grievant may submit the grievance in writing to the Board of Education. The Board shall consider the matter and shall respond in writing to the grievant within thirty (30) days. If the Board does not respond within thirty days, the grievant may proceed to Step 3. If the grievant fails to proceed to Step 3 within ten days following the Board's response or within forty (40) days of submission to the Board, the grievance is deemed waived.

D. Step 3

If the grievant is not satisfied with the resolution of the grievance at Step 2, he/she or the Association may submit the grievance to final and binding arbitration by a member of the staff of the Wisconsin Employment Relations Commission. The arbitrator's authority is limited to determining and rectifying any violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall not add to, subtract from, or modify any of the terms of this Agreement.

3. SALARY SCHEDULE

I. July 1, 1977 to June 30, 1978 (first year of two year agreement)

	EA	EA+10	EA+20	MA	MA+10
A.	0	9275	9475	9675	9900
					10,100

B. Increments - \$345.00 in each vertical lane

C. STRS contribution to be a maximum of \$770.00 per teacher, but not to exceed the total teacher contribution required from each teacher individually.

II. July, 1978 to June 30, 1979 (second year of two year agreement)

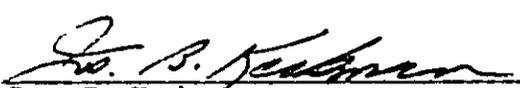
- | | <u>BA</u> | <u>BA+10</u> | <u>BA+20</u> | <u>MA</u> | <u>MA+10</u> |
|----|--|--------------|--------------|-----------|--------------|
| A. | 0 | 9700 | 9900 | 10,100 | 10,325 |
| B. | Increments - remain at \$345.00 in each vertical lane | | | | |
| C. | Employer STPS contribution remains at a maximum of \$770.00 per teacher, but not to exceed the total teacher contribution required from each teacher individually. | | | | |

Subsequent to the Association's modifying their final offer, which was consented to by the Employer, the parties requested that the undersigned decide the matter in dispute between the parties, based on the statutory criteria, and the information secured from the parties during mediation. The parties further requested that the jurisdiction of the Arbitrator be limited to the last best offer of the Association, as modified by the Association and consented to by the Employer, or the last best offer of the Employer as filed with the Wisconsin Employment Relations Commission. The undersigned agreed to decide the matter on the basis of the foregoing. After considering the statutory criteria and the information secured during mediation, the undersigned selects the last best offer of the Association as it was modified during the mediation proceeding, and based on the statutory criteria, the information received from the parties during the mediation proceedings of October 11 and 12, 1978, the Arbitrator makes the following:

AWARD

The last best offer of the Association as modified during the mediation proceedings of October 11 and 12, 1978, with the consent of the Employer, is to be incorporated into the Collective Bargaining Agreement, which is effective as of July 1, 1977, and remains in force until June 30, 1979.

Dated at Fond du Lac, Wisconsin, this 10th day of November, 1978.



Jos. E. Kerkman,
Mediator-Arbitrator

JBK:rr